

1 MATTHEW N. FALLEY (SBN 192493)
mfalley@kellmanhoffer.com
2 CELESTE M. BRECHT (SBN 238604)
cbrecht@kellmanhoffer.com
3 KELLMAN HOFFER LLP
4 1500 Rosecrans, Suite 305
Manhattan Beach, California 90266
5 Telephone: 310.536.0707
6 Facsimile: 310.582.5255

7 Attorneys for Plaintiff Informatica Corporation

E-filing

Filed

MAY 24 2010

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ADR

Paid
\$1
9

8
9 UNITED STATES DISTRICT COURT

10 ON FOR THE NORTHERN DISTRICT OF CALIFORNIA

12 INFORMATICA CORPORATION, a
13 Delaware corporation,

14 Plaintiff,

15 vs.
16

17 SOLIX TECHNOLOGIES, INC., a
18 Delaware corporation; and DOES 1-
10, inclusive,

19 Defendants.
20
21
22
23
24
25
26
27
28

Case No.: CV 10-02235 BZ

COMPLAINT FOR COPYRIGHT
INFRINGEMENT [17 U.S.C. Sections
101 et seq.]

DEMAND FOR JURY TRIAL

{00010441}

Case No.:

COMPLAINT

1 Plaintiff Informatica Corporation ("Informatica") alleges as follows:

2 JURISDICTION AND VENUE

3
4 1. This action arises under the United States Copyright Act, 17 U.S.C.
5 §§ 101 et seq. Jurisdiction is based upon 28 U.S.C. §§ 1331 and 1338.

6 2. Venue in this Judicial District is proper under 28 U.S.C. § 1391(b)
7 and (c), in that a substantial part of the events giving rise to Informatica's claims
8 occurred in this Judicial District, and one or more defendants reside in this Judicial
9 District within the meaning of 28 U.S.C. § 1391(c).

10
11 INTRADISTRICT ASSIGNMENT

12
13 3. Because this action is an Intellectual Property Action as specified in
14 Northern District of California Civil L.R. 3-2(c), it is to be assigned on a district-
15 wide basis.

16 THE PARTIES

17
18 4. Informatica is a Delaware corporation with its principal place of
19 business in Redwood City, California. Informatica specializes in providing
20 enterprise data management software and solutions to customers throughout the
21 United States and the world.

22 5. Informatica is informed and believes and based thereon alleges that
23 defendant Solix Technologies, Inc. ("Solix") is a corporation organized and
24 existing under the laws of Delaware, with its principal place of business in Santa
25 Clara, California, and is doing business in this Judicial District.

26 6. Informatica is unaware of the true names and capacities of the
27 defendants sued herein as Does 1 through 10, inclusive, and therefore sues these
28 defendants by fictitious names. Informatica will seek leave of this Court to amend
this Complaint to allege their true names and capacities when ascertained.

1 Informatica is informed and believes and based thereon alleges that each
2 fictitiously named defendant is responsible in some way for the creation,
3 production and/or distribution of the infringing products at issue in this Complaint,
4 and is liable to Informatica therefor. Solix and Does 1 through 10 are sometimes
5 referred to collectively herein as "Defendants."

6 7. Informatica is informed and believes and based thereon alleges that at
7 all times relevant herein, each of the Defendants was the agent, servant, or
8 employee of each other Defendant, and at all times relevant herein was acting
9 within the scope of such agency.

10 11 BACKGROUND ALLEGATIONS

12 8. In or about February 2009, Informatica acquired non-party
13 Applimation Inc. ("Applimation"), a developer of data management software. As
14 part of that acquisition, Informatica acquired all right, title and interest in and to
15 Applimation's software programs, including a computer program known as the
16 Data Growth Analyzer ("DGA").

17 9. The DGA program is a Structured Query Language ("SQL")
18 computer script that Informatica provides to prospective customers that are
19 considering using Informatica's data management software and services. The
20 potential customer runs the DGA program on its computer network. The DGA
21 program analyzes certain historical information regarding the potential customer's
22 data use, and generates a plain text data file that the potential customer emails to
23 Informatica.

24 10. When Informatica receives the data file from the prospective
25 customer, Informatica processes that data to analyze the historical data growth and
26 project anticipated data growth and the corresponding need for data growth
27 management. Informatica also projects the potential return on investment to the
28 prospective client based on the use of Informatica's software and services.
Informatica's software also converts the customer data file into an attractive

1 presentation format for the customer's benefit. The DGA program is an important
2 part of Informatica's ability to effectively market its data management software
3 and solutions to new customers, and to differentiate itself from competitors in the
4 marketplace.

5 11. Informatica has complied in all respects with the copyright laws of
6 the United States, and all other laws governing copyright, and is the owner of the
7 exclusive rights and privileges in and to the copyright in the DGA program. The
8 copyright covers the entire DGA software program. The DGA program is an
9 original work of authorship fixed in a tangible means of expression. Informatica
10 has registered the copyright in the DGA program with the United States Copyright
11 Office, and that registration is valid and subsisting.

12 12. Informatica is informed and believes and based thereon alleges that
13 Solix provides information and database management services for customers
14 throughout the world.

15 13. Informatica is informed and believes and based thereon alleges that
16 Solix has had access to the DGA program.

17 14. Informatica is informed and believes and based thereon alleges that
18 Solix directly and/or substantially copied the DGA program, and has provided the
19 program to one or more potential Solix customers in order to assist Solix in
20 obtaining a contract with that customer to provide data management services.

21 15. Solix's copying and distribution of the DGA program was without
22 authorization, license or other consent of Informatica or Applimation (as its
23 predecessor in interest), express or implied.

24
25 FIRST CLAIM FOR RELIEF

26 Against All Defendants For Copyright Infringement

27 16. Informatica realleges and incorporates by this reference the
28 allegations contained in paragraphs 1 through 15, inclusive, as though they were
fully set forth herein.

1 17. By, without limitation, reproducing, distributing, and otherwise
2 exploiting the DGA program, and/or by authorizing or contributing to the
3 foregoing, Defendants have infringed and will continue to infringe Informatica's
4 copyright interests in the DGA program.

5 18. Informatica is informed and believes and based thereon alleges that
6 Defendants' infringing acts were, and continue to be, committed willfully and
7 knowingly.

8 19. As a result of Defendants' copyright infringement as alleged above,
9 Informatica has suffered and will continue to suffer injury and damage in an
10 amount to be determined at trial. Furthermore, Informatica is informed and
11 believes and based thereon alleges that Defendants have received or will receive
12 profits, gains, or other benefits from their infringing activities, all of which should
13 be disgorged to Informatica. In the alternative, Informatica reserves the right to
14 seek statutory damages for Defendants' intentional infringement of its copyrighted
15 works.

16 20. Defendants' infringement of Informatica's copyrighted work has
17 caused and will cause irreparable harm to Informatica which cannot be fully
18 compensated by money. Informatica has no adequate remedy at law. Informatica
19 is therefore entitled to preliminary and permanent injunctive relief, preventing
20 Defendants from continuing to infringe Informatica's copyrighted works.

21 21. Informatica has and will incur attorneys' fees in pursuing this action,
22 which fees Informatica should recover from Defendants.

23
24
25 WHEREFORE, Informatica prays for judgment on its Complaint as follows:

26 1. For Informatica's actual damages plus Defendants' profits in an
27 amount to be determined at trial or, in the alternative, for statutory damages, plus
28 Informatica's attorneys' fees;

1 2. For preliminary and permanent injunctive relief restraining and
2 enjoining Defendants, their officers, agents, servants, employees, partners,
3 subsidiaries and attorneys, and all persons acting in concert with any one or more
4 of them, or on any of their respective behalves, from copying, distributing, or
5 otherwise exploiting the DGA program, or any part thereof.

6 3. For Informatica's costs of suit herein; and

7 4. For such other and further relief as the Court may deem just and
8 proper.

9 DATED: May 21, 2010

KELLMAN HOFFER LLP

11
12 By: 

MATTHEW N. FALLEY
Attorneys for Plaintiff
Informatica Corporation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff Informatica Corporation hereby demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

DATED: May 21, 2010 KELLMAN HOFFER LLP

By: 
MATTHEW N. FALLEY
Attorneys for Plaintiff
Informatica Corporation